

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 7, 2007

NOTICE
OF
CONTRACT NO. 071B7200241
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Cathie Hamilton (501) 490-3842
Interstate Highway Sign Co. 7415 Lindsey Road Little Rock, AR 72206 www.interstatesigns.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Tim Croze Extruded Aluminum – Michigan Department of Transportation		
CONTRACT PERIOD: From: May 31, 2007 To: May 31, 2012		
TERMS N/A	SHIPMENT 30 Days	
F.O.B. Delivered	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS \$150.00 minimum		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of **ITB #07117200121** this Contract Agreement and the vendor's quote dated **March 8, 2007**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$548,280.00**

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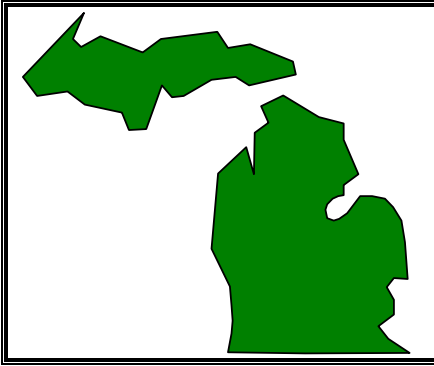
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THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No.071I7200121**. Orders for delivery will be issued directly by the **Department of Transportation** through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	FOR THE STATE:
<div>Interstate Highway Sign Co.</div> <div>Firm Name</div>	<div>Signature</div> <div>Jeffrey A. White, Buyer Manager</div>
<div>Authorized Agent Signature</div>	<div>Name/Title</div> <div>Commodities Division, Purchasing Operations</div>
<div>Authorized Agent (Print or Type)</div>	<div>Division</div>
<div>Date</div>	<div>Date</div>



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. [071B7200241](#)
[Extruded Aluminum MDOT – Sign Section](#)

Buyer Name: [Terry Harris](#)
Telephone Number: [517-241-1650](#)
E-Mail Address: harrist@michigan.gov



Extruded Aluminum

Article 1 – Statement of Work	1
1.0 Introduction	1
1.001 DEFINING DOCUMENT	1
1.002 PROJECT TITLE AND DESCRIPTION	1
1.003 PROJECT CONTROL	1
1.004 COMMENCEMENT OF WORK	1
1.1 Product Quality	1
1.101 SPECIFICATIONS	1
1.102 RESEARCH AND DEVELOPMENT	1
1.103 QUALITY ASSURANCE PROGRAM	1
1.104 WARRANTY FOR PRODUCTS OR SERVICES	1
1.2 Service Capabilities	1
1.201 CUSTOMER SERVICE/ORDERING	1
1.202 TRAINING	2
1.203 REPORTING	2
1.204 SPECIAL PROGRAMS - RESERVED	2
1.205 SECURITY	2
1.3 Delivery Capabilities	2
1.301 TIME FRAMES	2
1.302 MINIMUM ORDER	2
1.303 PACKAGING	2
1.304 PALLETIZING	3
1.305 DELIVERY TERM	3
1.4 Project Price	3
1.401 PROPOSAL PRICING	3
1.402 QUICK PAYMENT TERMS	3
1.403 PRICE TERM	3
1.5 Quantity term	3
Article 2 – General Terms and Conditions	4
2.0 Introduction	4
2.001 GENERAL PURPOSE	4
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR	4
2.003 NOTICE	4
2.004 CONTRACT TERM	4
2.005 GOVERNING LAW	5
2.006 APPLICABLE STATUTES	5
2.007 RELATIONSHIP OF THE PARTIES	5
2.008 HEADINGS	6
2.009 MERGER	6
2.010 SEVERABILITY	6
2.011 SURVIVORSHIP	6
2.012 NO WAIVER OF DEFAULT	6
2.013 PURCHASE ORDERS	6
2.1 Vendor/Contractor Obligations	6
2.101 ACCOUNTING RECORDS	6
2.102 NOTIFICATION OF OWNERSHIP	6
2.103 SOFTWARE COMPLIANCE	7
2.104 RESERVED	7
2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) RESERVED	7
2.106 PREVAILING WAGE	7
2.107 PAYROLL AND BASIC RECORDS	8
2.108 COMPETITION IN SUB-CONTRACTING	8
2.109 CALL CENTER DISCLOSURE	8
2.2 Contract Performance	8
2.201 TIME IS OF THE ESSENCE	8



2.202	CONTRACT PAYMENT SCHEDULE RESERVED	8
2.203	POSSIBLE PROGRESS PAYMENTS	8
2.204	POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) RESERVED	8
2.205	ELECTRONIC PAYMENT AVAILABILITY	9
2.206	PERFORMANCE OF WORK BY CONTRACTOR RESERVED	9
2.3	Contract Rights and Obligations	9
2.301	INCURRING COSTS	9
2.302	CONTRACTOR RESPONSIBILITIES	9
2.303	ASSIGNMENT AND DELEGATION	9
2.304	TAXES	9
2.305	INDEMNIFICATION	10
2.306	LIMITATION OF LIABILITY	12
2.307	CONTRACT DISTRIBUTION	12
2.308	FORM, FUNCTION, AND UTILITY	12
2.309	ASSIGNMENT OF ANTITRUST CAUSE OF ACTION	12
2.310	PURCHASING FROM OTHER STATE AGENCIES - RESERVED	12
2.311	TRANSITION ASSISTANCE	12
2.312	RESERVED	13
2.313	RESERVED	13
2.314	WEBSITE INCORPORATION	13
2.4	Contract Review and Evaluation	13
2.401	CONTRACT COMPLIANCE INSPECTOR	13
2.402	PERFORMANCE REVIEWS	13
2.403	AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS	13
2.5	Quality and Warranties	14
2.501	PROHIBITED PRODUCTS	14
2.502	QUALITY ASSURANCE	14
2.503	INSPECTION	15
2.504	GENERAL WARRANTIES (goods)	15
2.505	CONTRACTOR WARRANTIES	15
2.506	STAFF	16
2.507	RESERVED	16
2.508	EQUIPMENT WARRANTY	16
2.509	RESERVED	17
2.6	Breach of Contract	17
2.601	BREACH DEFINED	17
2.602	NOTICE AND THE RIGHT TO CURE	17
2.603	EXCUSABLE FAILURE	17
2.7	Remedies	18
2.701	CANCELLATION	18
2.702	RIGHTS UPON CANCELLATION	19
2.703	LIQUIDATED DAMAGES	19
2.704	STOP WORK	20
2.705	SUSPENSION OF WORK RESERVED	20
2.8	Changes, Modifications, and Amendments	20
2.801	APPROVALS	20
2.802	TIME EXTENTIONS	20
2.803	MODIFICATION	21
2.804	AUDIT AND RECORDS UPON MODIFICATION	21
2.805	CHANGES	21
3.307	LIABILITY INSURANCE	22

Attachments:

Pricing Page
Specifications



Article 1 – Statement of Work

1.0 Introduction

1.001 DEFINING DOCUMENT

This is a formal Contract Agreement for Extruded Aluminum, the specifications and scope of work, and all contractual terms and conditions, and MiDeal Program Member (Authorized Local Units of government).

1.002 PROJECT TITLE AND DESCRIPTION

The material to be acquired under this Contract is for supplies in the following:

1. Extruded Aluminum.

1.003 PROJECT CONTROL

- a. The Contractor will carry out this project under the direction and control of the Michigan Department of Transportation (MDOT).

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing a copy of this contract and returning it to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms, and then only in response to specific Contract release/purchase orders issued by the State MiDeal Members.

1.1 Product Quality

1.101 SPECIFICATIONS

Acceptable brands are noted in the Contract or lists attached. Contractor shall deliver only such brands, or State of Michigan approved alternate items of equal quality.

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in this Contract.

1.102 RESEARCH AND DEVELOPMENT

Interstate Highway Sign Co. shall invest in new product development and research to stay current with ongoing demands.

1.103 QUALITY ASSURANCE PROGRAM

Interstate Highway Sign Co. shall provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Interstate Highway Sign Co. warranty that products come with a manufactures defect warranty, which mean if for any reason the product is defective it will be replaced or money refunded. All warranty issues must be reported promptly, in writing, after discovery. Interstate Highway Sign Co. will pay for, and arrange all shipment and handling charges for items returned because of freight damage, error in shipment, or because the item is defective.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Interstate Highway Sign Co. customer service can be reached by calling (501) 490-4242 Ext 242. Orders can be called into customer service, or faxed (501) 490-1693.

**1.202 TRAINING**

Interstate Highway Sign Co. shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, Interstate Highway Sign Co. shall provide in-service training to agency personnel on products, installation, and product safety issues. Interstate Highway Sign Co. shall also provide agency training jointly with the State as needed during the period covered by the Contract at no additional charge.

1.203 REPORTING

Interstate Highway Sign Co. shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.204 SPECIAL PROGRAMS - RESERVED**1.205 SECURITY**

Interstate Highway Sign Co. may require too make frequent deliveries to State of Michigan facilities. Interstate Highway Sign Co. may be required to take measure to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, Interstate Highway Sign Co. shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Interstate Highway Sign Co. shall provide the results of all security background checks.

The State will decide whether to issue State ID badges to Interstate Highway Sign Co. delivery personnel or accept the ID badge issued to delivery personnel by Interstate Highway Sign Co.

The State may decide to also perform a security background check. If so, Interstate Highway Sign Co. will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

Interstate Highway Sign Co. and its subcontractors shall comply with the security access requirements of individual State facilities (ex. The Department of Corrections requires LEIN check be performed on anyone entering a prison facility).

1.3 Delivery Capabilities**1.301 TIME FRAMES**

All orders be delivered within 30 calendar days after receipt of order.

1.302 MINIMUM ORDER

There is \$150.00 minimum order requirements.

1.303 PACKAGING

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

**1.304 PALLETIZING**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.305 DELIVERY TERM

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders.

1.4 Project Price**1.401 PROPOSAL PRICING**

Interstate Highway Sign Co. provides pricing for the items included on this Contract (see attached Item listing).

1.402 QUICK PAYMENT TERMS - RESERVED**1.403 PRICE TERM**

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity term

(X) Requirements – Vendor agrees to supply all that the state requires.



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for [Extruded Aluminum](#) for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the [Michigan Department of Transportation](#), hereinafter known as [MDOT](#). Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Purchasing Operations
[Attn: Terry Harris](#)
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
[\(517\) 241-1650](#)
harrist@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for five (5) years and will commence with the issuance of a Contract. This will be approximately [May 31, 2007](#) through [May 31, 2012](#).

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The



preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason.

The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

Interstate Highway Sign Co. shall make the following notifications in writing:

1. When Interstate Highway Sign Co. becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
2. Interstate Highway Sign Co. shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



Interstate Highway Sign Co. shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operations or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - REVERVED

2.106 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with Interstate Highway Sign Co. shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Interstate Highway Sign Co. shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

Interstate Highway Sign Co., its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with Interstate Highway Sign Co. shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.



2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Interstate Highway Sign Co. shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

Interstate Highway Sign Co. or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If Interstate Highway Sign Co. or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

Interstate Highway Sign Co. shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 CALL CENTER DISCLOSURE

Interstate Highway Sign Co. and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Interstate Highway Sign Co. is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE - RESERVED

2.203 POSSIBLE PROGRESS PAYMENTS

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) - RESERVED



2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Interstate Highway Sign Co. is required register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by Interstate Highway Sign Co. prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

Interstate Highway Sign Co. shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

Interstate Highway Sign Co. shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

Interstate Highway Sign Co. must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.



2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.



Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract or \$200,000 (*for low risk contracts – Select a higher amount for moderate to high risk contracts*) which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

2.307 CONTRACT DISTRIBUTION

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 PURCHASING FROM OTHER STATE AGENCIES - RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Interstate Highway Sign Co. must provide for up to **30 days** after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Interstate Highway Sign Co. for any resources utilized in performing such transition assistance at the most current rates provided by this Contract for Contract performance.

**2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation**2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.** The Contract Compliance Inspector for this project is:

Tim Croze
Michigan Department of Transportation
Maintenance Pavement Engineer
6333 old Lansing Rd. Lansing, MI 48917
crozet@michigan.gov (517) 322-3385

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the MDOT may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract.

The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

- (a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.



- (b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
 - 1. Errors. If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
 - 2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change.

2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

- 1. All costs of testing and laboratory analysis.
- 2. Disposal and/or replacement of all products which fail to meet specifications.



3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. Interstate Highway Sign Co. will perform all services in accordance with high professional standards in the industry;
2. Interstate Highway Sign Co. will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. Interstate Highway Sign Co. will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. Interstate Highway Sign Co. will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. Interstate Highway Sign Co. will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. Interstate Highway Sign Co. will perform the services in a manner that complies with all applicable laws and regulations;
7. Interstate Highway Sign Co. has duly authorized the execution, delivery and performance of the Contract;
8. Interstate Highway Sign Co. is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.



9. Interstate Highway Sign Co. appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. Interstate Highway Sign Co. is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. Interstate Highway Sign Co. signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
12. Interstate Highway Sign Co. is qualified and registered to transact business in all locations where required.
13. Neither Interstate Highway Sign Co. nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Interstate Highway Sign Co. shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
14. All financial statements, reports, and other information furnished by Interstate Highway Sign Co. to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

Interstate Highway Sign Co. shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 RESERVED

2.508 EQUIPMENT WARRANTY

To the extent Interstate Highway Sign Co. is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

Interstate Highway Sign Co. represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance



contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within 10 business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

Interstate Highway Sign Co. shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

Interstate Highway Sign Co. agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

Interstate Highway Sign Co. shall act as the sole point of contact for warranty service. Interstate Highway Sign Co. warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by Interstate Highway Sign Co., the State shall provide Interstate Highway Sign Co. written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.



2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by Interstate Highway Sign Co. In the event that Interstate Highway Sign Co. breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to Interstate Highway Sign Co., cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, Interstate Highway Sign Co. shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that Interstate Highway Sign Co. was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation for Convenience by the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.



3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. Interstate Highway Sign Co. acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to Interstate Highway Sign Co... The State shall give Interstate Highway Sign Co. written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event Interstate Highway Sign Co., an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES

- A. The State and Interstate Highway Sign Co. hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and Interstate Highway Sign Co. therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify Interstate Highway Sign Co. in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to Interstate Highway Sign Co. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.
- B. Interstate Highway Sign Co. shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of Interstate Highway Sign Co. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of Interstate Highway Sign Co.



2.704 STOP WORK

1. The State may, at any time, by written stop work order to Interstate Highway Sign Co., require that Interstate Highway Sign Co. stop all or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to Interstate Highway Sign Co., and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, Interstate Highway Sign Co. shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, Interstate Highway Sign Co. shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and this Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) Interstate Highway Sign Co. asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to Interstate Highway Sign Co. for loss of profits because of a stop work order issued under this section.

2.705 SUSPENSION OF WORK - RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

**2.803 MODIFICATION**

Purchasing Operations reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Purchasing Operations.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Interstate Highway Sign Co. shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Interstate Highway Sign Co. shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



3.307 LIABILITY INSURANCE

A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below.

The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option; result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:



1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)



The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease

- ☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

**B. Subcontractors**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

**PRICING PAGE**

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
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001	801-09-15-3900	2,500	EA	<u>\$203.40</u>	
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SIGN BLANKS, ALUMINUM

12in. X 30ft. SIGN SECTION, EXTRUDED ALUMINUM WITH HOLES PUNCHED

COLUMN SUPPORTED, BUTT-TYPE EDGE, EXTRUDED ALUMINUM OF ALLOY 6063-T6
CONFORMING ASTM B 221M, IN COMPLIANCE WITH MDOT STANDARD SPECIFICATION
FOR CONSTRUCTION 919.02 AND TABLE 919-1, AND MDOT SPECIFICATION
FOR EXTRUDED ALUMINUM SIGN SECTIONS (ATTACHED DIAGRAM)

SIZE: 12" X 30' WITH HOLES PUNCHED

ITEM	COMMODITY/DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	
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002	801-09-31-0757	300	EA	<u>132.60</u>	
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SIGN BLANKS, EXTRUDED ALUMINUM

6in. X 30ft. BUTT TYPE

COLUMN SUPPORTED, BUTT-TYPE EDGE, EXTRUDED ALUMINUM OF ALLOY 6063-T6
CONFORMING ASTM B 221M, IN COMPLIANCE WITH MDOT STANDARD SPECIFICATION
FOR CONSTRUCTION 919.02 AND TABLE 919-1, AND MDOT SPECIFICATION
FOR EXTRUDED ALUMINUM SIGN SECTIONS (ATTACHED DIAGRAM)

SIZE: 6" X 30' WITH HOLES PUNCHED

**919.01**

**Section 919. PERMANENT TRAFFIC SIGN
AND SUPPORT MATERIALS**

919.01 General Requirements. Permanent traffic signs and sign support materials must conform to the MDOT sign support typical plans and this section. Cantilever, truss, breakaway column, and aluminum structure inspection will be according to section 707 and this section.

919.02 Traffic Signs. Signs are classified by type of sign panel material and type of sign face, as follows:

Sign Panel:

Type	Material
I	Aluminum Extruded Sections
II	Plywood
III	Aluminum Sheet
IV	Aluminum Sheet Overlay

Sign Face:

Type	Background	Legend
A	Reflectorized	Reflectorized
B	Reflectorized	Non-reflectorized
C	Non-reflectorized	Reflectorized

A. Sign Panel Material.

- 1. Aluminum Extruded Sections.** Supply sections in various widths and with a plain butt-type edge for connecting to adjoining horizontal sections. The sections must be one-piece with no vertical splices and must have a cross-sectional shape meeting the minimum requirements specified in Table 919-1. The section must have a minimum nominal thickness of 0.125 inch. Exterior corners must have a minimum radius of 0.040 inch.

The sign panel sections must be extruded aluminum alloy 6063-T6 conforming to ASTM B 221. The panel sections, after fabrication, must have a flatness equal to or less than 0.031 inch per foot of length and 0.004 inch per inch of width.

Thoroughly degrease aluminum extruded sections for sign panels according to the sheeting manufacturer's recommendations. After degreasing, surface treating, and proper rinsing, keep all sign panels free of grease, oil, or other contaminants.



919.02

Connect the sections horizontally with $\frac{3}{8}$ -inch diameter stainless steel bolts spaced as shown on the sign support typical plans. Section connections or sign to post connections must have no fasteners which project through the face of the sign panel.

Prior to transporting sign panels, the support angles and wide flanged shapes must be shop connected and remain on the sign.

Table 919-1 Cross-Sectional Requirements for Extruded Aluminum Sign Sections for Type I Sign Panels

Length of Sign Type of Support	Moment of Inertia, Min	Section Modulus Min	Elements of Cross Section			
			No Free Ends		One Free End	
			b/t	min. l/y	b/t	min. l/y
Up to 30 feet on Columns Up to 20 feet on Cantilevers Up to 30 feet on Trusses	0.94 W	0.55 W	8-50	56.0 C	5-28	32.0 A
			Over 50	3.4 D	Over 28	11.6 B

b = the compression width of any stiffener element in inches.
t = the thickness of the stiffener element in inches.
I = moment of inertia of the sign section in inches⁴.
y = the distance from the neutral axis to the centroid of the compression width of the element.
W = the width of the sign section in feet.
A = W/(63-b/t)
B = 1.0 x 10⁻⁴ W(b/t)²
C = W/(111-b/t)
D = 1.0 x 10⁻⁴ W(b/t)²

- Plywood.** Plywood sign panels must have a black or natural color overlay on both sides and a minimum thickness of $\frac{5}{8}$ inches. The panels must conform to the U.S. Product Standard PS-1-83 requirements for Group 1 wood species, Grade B-B veneer, exterior type, high density overlaid plywood. Inner plies must conform to Section 3.8.1 Crossband Gaps and Center Gaps of the U.S. Product Standard PS-1-83. Inner plies must have no continuous core gaps, tunnels, holes, or through openings that travel longitudinally or transversely through the plies as measured from the panel edge. Any crossband gaps or center gaps allowed by the U.S. Product Standard PS-1-83 must be completely filled with a synthetic filler repair as approved by Section 3.3 Synthetic Repairs of the U.S. Product Standard PS-1-83. Edges must be smoothed and then sealed with one coat of exterior oil base paint.



919.02

The plywood must be cut so that the face grain will be horizontal, except for diamond and triangular shaped signs, and signs with a horizontal dimension not exceeding 4 feet and a vertical dimension greater than 4 feet. All plywood signs 4 feet or less in height must be one piece of plywood. For sign heights greater than 4 feet, a maximum of two pieces of plywood may be used. The minimum allowable width (perpendicular to the surface grain) of the smaller piece is one foot. When a one foot width is used, two bolts are required vertically at each post connection.

Vertical joints in plywood signs are not allowed. Plywood sign panels must not be spliced except where indicated on the sign details. Horizontal splices through legends or symbols are not permitted. Corners must be rounded. Burrs at corners and mounting holes must be removed.

Prepare the high density overlay surface of the plywood for application of sheeting by lightly abrading the surface with a product recommended for use by the supplier of the sheeting. Power sanding will not be permitted. The surface must be wiped with a solvent and allowed to thoroughly dry according to the sheeting manufacturer's recommendations.

After the surface of the plywood has been prepared, ensure that no grease, oil, or other contaminants come in contact with the surface.

3. **Aluminum Sheet.** Type III and Type IV aluminum sheet sign panels must conform to the requirements for aluminum alloy 6061-T6, 5052-H38, or 5154-H38 of ASTM B 209.

Type III aluminum sheet sign panels must be fabricated from nominal 0.080 inch thick aluminum sheet with mill tolerance as specified in ASTM B 209. Type IV aluminum sheet overlay sign panels must be fabricated from not less than nominal 0.040 inch thick aluminum sheet having a minimum thickness of 0.037 inches. Corners must be rounded and there must be no burring at the corners and mounting holes.

Thoroughly degrease the aluminum sheet according to the sheeting manufacturer's recommendations. After degreasing, surface treating, and proper rinsing, keep sign panels free of grease, oil, or other contaminants.



919.02

B. Sign Face and Legend Material.

1. **Reflective Sheeting Material.** Select reflective sheeting for permanent signs from the Qualified Products List. Sheeting must meet ASTM D 4956 specifications for Type III high-intensity retroreflective sheeting.

A 145 foot length roll of reflective sheeting may have no splices.

2. **Sheeting Application.** Fabricate and apply legends according to the *Standard Highway Signs Manual* or as detailed on the plans. The lettering and spacing on all signs must conform to the *FHWA Standard Alphabets for Highway Signs and Pavement Markings*.
3. **Direct Applied Reflective Legend.** Cut legends with a smooth regular outline, free from ragged or torn edges, and having interior corners cut with a smooth $\frac{3}{16}$ inch, $\pm\frac{1}{16}$ inch, radius.

Apply legends according to the reflective sheeting manufacturer's recommendations.

For aluminum extruded sections (Type I) signs, cut the legend components along each metal sign section joint after application of the legend.

4. **Non-Reflective Legend.** Black sheeting used for legend, borders, and arrows must be non-reflective material unless otherwise stated. Where a black legend is required, it must be ink, silkscreen method, or non-reflective sheeting. Follow manufacturer's specifications for application and materials.

C. Sign Hardware. Steel shapes, bars, and plates must conform to ASTM A 36, or an approved equal, and must be hot-dip galvanized according to ASTM A 123.

Bolts, washers, nuts, and strapping must be stainless steel. The stainless steel alloy for washers and bolts, other than U-bolts, must conform to ASTM A 320, Grade B 8. Nuts must be the self-locking nylon insert type and must conform to ASTM A 320, Grade B 8F.

The stainless steel alloy for U-bolts must conform to ASTM A 320, Grade B 8, Class 1. If U-bolts are formed from straight stock, forming must be by cold working.

Aluminum alloy shapes and plates must meet ASTM B 308, Alloy 6061-T6.



919.02

Cast post clips must conform to ASTM B 108, Alloy 356.0-T6.

919.03 Delineators. Fabricate reflectors for delineators from either plastic material or reflective sheeting material as shown on the plans. Provide a copy of the manufacturer's certification that the reflectors and posts meet the following requirements:

A. Plastic Reflectors. Furnish reflectors for mounting on rigid post that consist of a round, clear and transparent plastic face, called the lens, with a back fused to the lens under heat and pressure around the entire perimeter of the lens to form a unit sealed against dust, water, and vapor. The lens must have a central mounting hole and a nominal reflecting area of 7 square inches. It must have a smooth outside surface and a configuration inside to effect "cube-corner" retro-reflection. The manufacturer's trade mark must be molded legibly into the face of the lens.

Plastic reflectors must have aluminum housings. An aluminum grommet with an inside diameter of $\frac{3}{16}$ inch must be expanded within the reflector mounting hole and flanged.

- 1. Optical Performance.** At least 90 percent of the reflectors tested must meet or exceed the values listed in Table 919-2 for the appropriate color and none of the reflectors tested must produce results less than 80 percent of any of those values.

Table 919-2 Specific Intensity (SI) of Plastic Reflectors for Delineators

Color	Type	SI candelas per foot-candle			
		Divergence Angle, 0.1 degree		Divergence Angle, 0.2 degree	
		Entrance Angle, Deg.		Entrance Angle, Deg.	
		0	20	0	20
Crystal or Silver	A	120	50	84	35
Yellow	A	71	28	50	20
Red	A	29	11	21	8

B. Reflective Sheeting Reflectors. The reflective sheeting for mounting on flexible posts must conform to ASTM D 4956 for material, color, and resistance to weathering for Type III flexible high-intensity retro-reflective sheeting.

The reflective sheeting used on flexible delineator posts must conform to the reflector colors required at delineator locations and must be applied according to the manufacturer's specifications. Yellow (amber)

**919.04**

reflective sheeting must be used in place of yellow delineators and white (silver) sheeting must be used in place of crystal delineators at locations identified in the standard plans as requiring flexible delineator posts. A 3 by 6 inch piece of red reflective sheeting must be placed on the backside of the flexible post indicating wrong-way movement for freeway ramps as identified in the standard plans.

C. Mounting Hardware. Mounting hardware for the plastic reflector must consist of a solid pin ($\frac{3}{16}$ -inch diameter) with annular locking grooves and a crimp type collar. The pin must have a $\frac{7}{16}$ -inch diameter bearing head, a grip length equal to the total thickness of materials to be fastened together, and must be ASTM B 308 aluminum Alloy 6061. The collar must have a bearing diameter of $\frac{3}{8}$ to $\frac{7}{16}$ inches. The collar must be of proper size to fit the pin and must be ASTM B 308 aluminum Alloy 6061 or 5052.

D. Posts. Delineator posts must be either steel or flexible plastic, as shown on the plans. Steel delineator posts must meet the physical requirements of ASTM A 702, Type A or Type B and must have a nominal weight of 1.12 pounds per foot with a minimum weight of 1.08 pounds per foot for any individual post. Select flexible delineator posts from the Qualified Products List.

919.04 Steel Post Sign Supports and Square Tubular Steel Sign Supports. Steel post sign supports (U-Channel) and square tubular steel sign supports (including sign posts, anchor sleeve, and anchor posts) must meet ASTM A 702, Type A or Type B.

A. Steel Post Sign Supports. The finished posts must meet the length requirement shown on the plans. The posts must be straight and have a smooth uniform finish, free from cracks, flaws, injurious seams, laps, blisters, ragged and imperfect edges, or other defects affecting their strength, durability or appearance. Cross section and bolt hole diameter and spacing must meet the requirements shown in the sign support typical plans. The center of the holes must coincide with the centerline of the posts. The bolt holes must be punched so that the face of the sign post will have a smooth even surface. All holes and cutoff ends must be free from burrs.

After fabrication and punching, hot-dip galvanize steel posts according to subsection 907.03.D.

Finished posts (punched and coated) must weigh at least 95 percent of the applicable nominal weight (pounds per foot) specified on the plans.



919.04

B. Square Tubular Steel Sign Supports. Square tubular steel sign supports must conform to the chemical, mechanical, and geometric properties consistent with materials used in the crash tests referenced in Section 7.0 of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*.

Furnish sign posts, anchor sleeves, anchor posts, and all required connection hardware of the size and type shown in the sign support typical plans.

Square tubular steel sign supports will be sampled for testing at the frequency of one per heat per project. Test Data Certification must be submitted with the sample.

The Contractor must also submit a proof of compliance that the assembly has been crash tested according to the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*. The proof of compliance must include a copy of the FHWA approval letter to the manufacturer, indicating that the FHWA interprets the crash test results as being acceptable for use on Federal-aid projects.

The sign post, anchor sleeve, and anchor post must be straight and have a smooth uniform finish, free from cracks and flaws or other defects affecting their strength or durability. All ends must be free from burrs and must be cut square to maintain telescoping characteristics.

Bolt holes of the diameter specified must be accurately spaced on all four sides of the sign post, anchor sleeve and anchor post. Holes must line up exactly opposite each other on opposing sides of the post in order to accommodate a bolt placed through two opposite sides. The center of the holes must coincide with the centerline of the sign post, anchor sleeve and anchor post.

The bolt holes must be punched so that the face of the sign post, anchor sleeve and anchor post will have a smooth even surface.

After fabrication and punching holes, hot-dip galvanize the sign post, anchor sleeve and anchor post according to thickness Grade 65 of ASTM A 123.

919.05 Sawed Wood Posts for Highway Signs. Conform to section 912 and in the sign support typical plans.

**919.07**

919.06 Breakaway Column Sign Supports. Structural steel for the column sign supports and the bolts, nuts, and washers for the structural steel joints must meet the requirements specified in the sign support typical plans.

Shims must be fabricated from brass shim stock or brass strip conforming to ASTM B 36, copper alloy UNS No. C26000, half-hard rolled temper or galvanized sheeting conforming to ASTM A 526, Coating Designation G 90.

All galvanizing runs or beads must be removed from contact surfaces of columns, plates, and washers.

Dimension tolerances, welding, and galvanizing requirements must be as specified in subsection 919.07.

919.07 Cantilever Sign Supports.

A. Types C through E. The pipe for the vertical pole and horizontal arms must meet the requirements for Grade B, Type E or S, steel pipe of ASTM A 53 or API 5L, Grade X42 to X52.

The gusset, flange, and base plates must conform to the requirements for structural steel of ASTM A 36. All plates must be free of sharp edges and irregularities.

B. Types G and H. Pipe for the vertical pole and the truss chords must be fabricated from high-strength low-alloy steel meeting the requirements of Grade 50 steel of ASTM A 572, or an approved alternate, with the exception that the 50,000 psi yield strength requirement will apply after fabrication.

The pipe must meet ASTM A 134 requirements for Electric-Fusion (Arc-Welded) Steel Plate Pipe, except hydrostatic testing will not be required and the restriction of 16 inches and over in diameter will not apply.

Pipe for vertical and diagonal truss members must meet Grade B, Type E or S, steel pipe of ASTM A 53 or must be fabricated from structural steel meeting ASTM A 36.

Plates must conform to the requirements for structural steel of ASTM A 36. All plates must be free of sharp edges and irregularities.

C. Castings. The pole top and end cap castings must conform to Class A castings of ASTM A 126.



919.07

D. **Bolts for Arm Connections.** Arm connection flanges must be connected with galvanized high-strength steel bolts, nuts, and washers meeting subsection 906.06.

E. **Dimension Tolerances.** The allowable tolerances for each type of commodity must conform to ASTM A 6 or the applicable ASTM standard to which the material is ordered.

F. **Welding.** The requirements for welding as specified in AWS D1.1, *Structural Welding Code-Steel* will apply as amended herein, or by contract documents.

G. **Galvanizing.** Steel anchor bolts must be galvanized for a length not less than 20 inches from the threaded end. Bolts, nuts, and washers must also be hot-dip galvanized. Galvanizing must conform to ASTM A 153.

After welding all assemblies and sign support attachments, blast clean base plates and weldments to remove excess mill scale and welding slag. Other areas may require blast cleaning as directed by the Engineer. Hot-dip galvanize the supports according to ASTM A 123.

919.08 Truss Sign Supports. All trusses must be cambered such that the ordinate, within the allowable tolerance, at the center of the assembled truss, prior to any dead load deflection, will be as stated on the plans for the span length and type specified. Bearing surfaces must be in full contact in the relaxed position prior to tightening the flange bolts. The method of cambering the structure will be at the discretion of the fabricator, with approval of the Engineer, provided that the method does not induce stress into the truss.

A. **Materials.** All hollow structural tubing must conform to ASTM A 500, Grade B, and must be safeguarded against embrittlement according to ASTM A 143.

Pipe must conform to Grade B, Type E or S steel seamless pipe of ASTM A 53.

Bar, plate, and rolled structural shapes must conform to ASTM A 36. Bars, plates, and shapes must be free of sharp edges and irregularities.

Use ASTM A 320, Grade B8, Class 1 stainless steel for U-bolts and washers. Nuts must be self-locking nylon insert type according to ASTM A 320, Grade B8F.



919.10

Nuts used in the upper clamp connection of the vertical end support assembly and on all U-bolts must be of the self-locking type.

Assemble flange connections of truss units and the alternate bolted web-to-chord connection with galvanized high-strength steel bolts, nuts, and washers meeting the requirements specified in subsection 906.06.

B. Welding. The requirements for welding as specified in AWS D1.1, *Structural Welding Code-Steel* will apply as amended herein, or in contract documents.

C. Dimension Tolerances. The allowable tolerances for variations in cross section, flatness, length, straightness, thickness and camber of all material before and after fabrication must conform to the applicable requirements of ASTM A 6 and AWS D1.1.

D. Galvanizing. Galvanize truss units according to ASTM A 123. Blast clean all base plates and weldments to remove excess mill scale and welding slag prior to galvanizing. Other areas may require blast cleaning as directed by the Engineer.

Precautions and safeguards to be used for obtaining high quality galvanized coatings and to minimize distortion and warpage during galvanizing must conform to ASTM A 384 and ASTM A 385.

All sections of fabricated pipe work or tube assemblies must be interconnected with open tee or miter joints and each enclosed section provided with a vent hole at each end to provide drainage for the molten zinc and to prevent hazard to personnel engaged in the galvanizing process.

All individual pipe, tube, and bar members must be hot-dip galvanized according to ASTM A 123.

919.09 Overhead Lane Assignment Structures. Overhead lane assignment structures must conform to the sign support typical plans and traffic signal contract typical construction plans.

919.10 Aluminum Structures.

A. Materials. Primary members must be ASTM B 308 aluminum alloy 6061-T6 and secondary members must be aluminum alloy 6063-T6. Primary and secondary members must conform to ASTM B 221.



919.10

Plates must be ASTM B 308 aluminum alloy 6061-T6 and must be according to ASTM B 209. All plates must be free of sharp edges and irregularities.

Base, fringes, and seat castings must be ASTM B 108 aluminum alloy 356.0-T7. Other castings must be ASTM B 108 aluminum alloy 356.0-F. Castings must be according to ASTM B 26.

Stainless steel bolts and washers must be according to ASTM B 26, Grade B8. Nuts must be the self-locking with a nylon insert according to ASTM A 320, Grade B8F.

Stainless steel U-bolts must be according to ASTM A 320, Grade B8, Class 1. Washers must be according to ASTM A 320, Grade B8F.

B. Dimension Tolerances. Allowable tolerances of aluminum will be according to ANSI H 35.2.

C. Welding. Welding must be according to AWS D1.2, *Structural Welding Code-Aluminum*. All welders and welding procedures must be approved by testing, as directed by the Engineer, prior to starting any work. The procedure tests will be according to AWS D1.2, *Structural Welding Code-Aluminum*. The procedure used for production welding of any particular joint must be the same as used in the procedure qualification for that joint. All procedure tests must be witnessed by a representative of the Department. The Department will designate the type of welds and tests required to qualify the welders.

Shop welders will remain qualified for a period of 24 months if work is being performed on a continual basis for the Department. The Engineer may require a confirming qualification test during the progress of the work.

The cost of testing qualification or confirmation specimens will be at the department's expense, except when the first test specimen fails to meet the specified requirements.

Additional specimens for test submitted by the Contractor will be at the Contractor's expense.

Undercut must not be more than 0.01 inch deep when its direction is transverse to the primary stress in the component containing the undercut. Undercut must not be more than 0.03 inch deep when its direction is parallel to the primary stress in the component containing the undercut.

**919.11**

D. **Inspection.** Welds must be inspected visually or by the layer method. Inspection by the layer method will consist of the inspection of each layer of weld metal before the next successive layer is deposited. Fillet welds and partial penetration groove welds must be inspected by dye penetrant testing (PT). Full penetration groove welds must be inspected by ultrasonic testing (UT). Location and frequency will be determined by the Engineer.

919.11 Sign Foundations.**A. Concrete.**

1. **Wood Posts.** Concrete for wood post foundations, when required, must be Grade M as specified in section 601.
2. **Breakaway Columns.** Concrete for breakaway column foundations must be Grade M as specified in section 601.
3. **Cantilevers and Trusses.** Concrete for cantilevers and truss sign foundations must be Grade P1 or S2 as specified in sections 601 and 701, respectively.
4. **Cantilever Drilled Piles.** Concrete for all drilled shafts for piles must be Grade S2 or T as specified in section 701. Grade S2 must be used in dry conditions and Grade T must be used for underwater placement. Slump is modified for site conditions as provided below:

Slump Range	Condition
4-6 inches	Dry, uncased bore hole
6-8 inches	Temporary cased bore hole
8-10 inches	Concrete placed under water or under drilling slurry

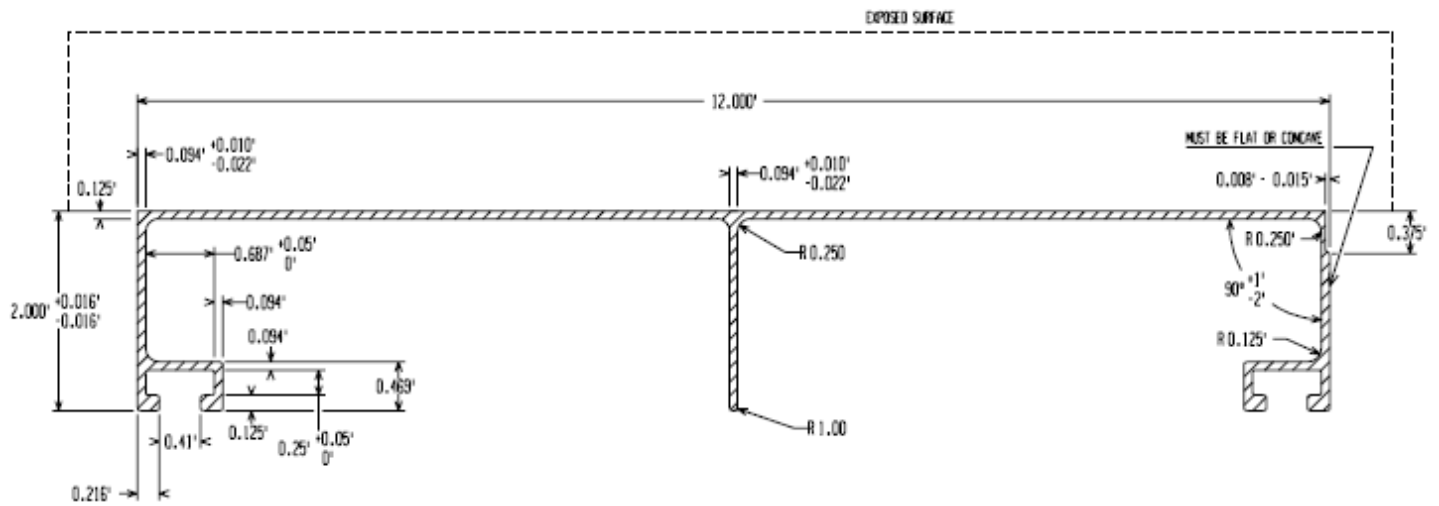
B. **Curing Compound.** Curing compounds are as specified in section 903.

C. **Steel Reinforcement.** When required, steel reinforcement is as specified in sections 706 and 905.

D. **Anchor Bolts and Nuts.** Anchor bolts and nuts are as specified in subsection 908.15.

E. **Casings.** Casings for cantilever drilled piles must be made of ASTM A 252, Grade 2 steel, must be smooth, watertight, and of ample strength to withstand handling stresses and external subsurface pressures. The inside diameter of casing must not be less than the specified size of the shaft.

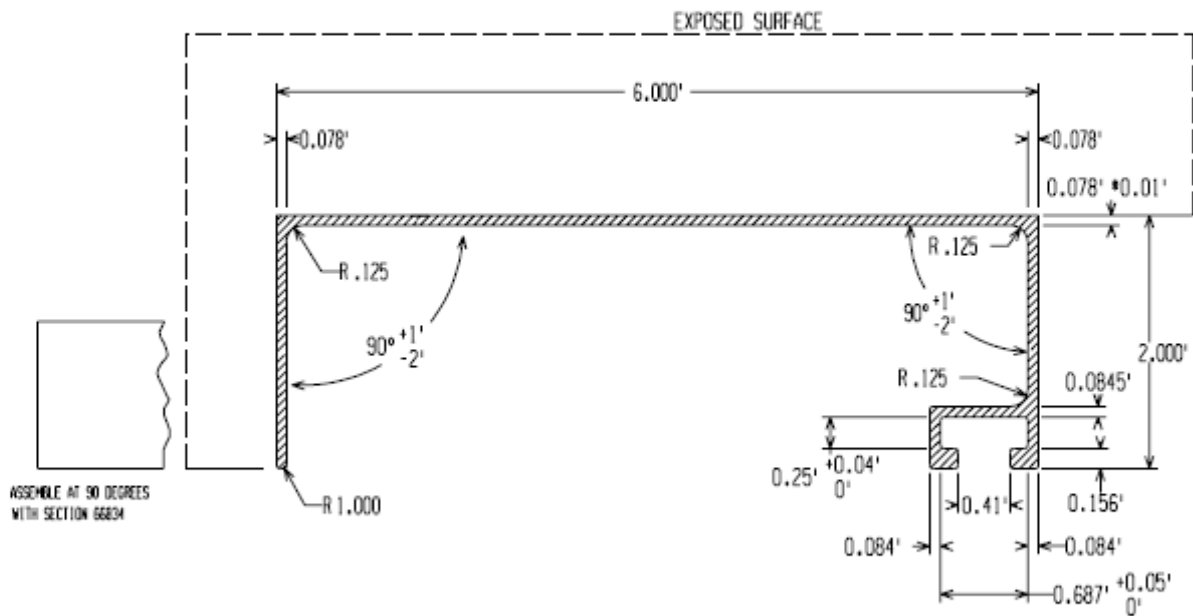
MDOT SPECIFICATION FOR EXTRUDED ALUMINUM SIGN SECTION



FLATNESS: ALLOWABLE DEVIATION FROM FLAT = 0.008 INCH PER INCH OF WIDTH
.031R (+.031, -.000) INSIDE AND OUTSIDE CORNERS UNLESS SPECIFIED OTHERWISE



MDOT SPECIFICATION FOR EXTRUDED ALUMINUM SIGN SECTION



.031R (+.031, - 0.00) ON ALL INSIDE & OUTSIDE CORNERS UNLESS SPECIFIED OTHERWISE

FLATNESS - ALLOWABLE DEVIATION FROM FLAT = .008 INCH PER INCH OF WIDTH